

AGENDA
UTILITIES SERVICE BOARD MEETING

Utilities Service Board Room
City of Bloomington Utilities
600 E. Miller Dr.
Bloomington, Indiana 47402

Sam Frank, President
Jim Sherman, Vice President
Jason Banach
Amanda Burnham
Jeff Ehman
Julie Roberts
Jim Sims
Tim Mayer, ex-officio
Terri Porter, ex-officio

May 30, 2017
5:00 P.M. Regular Meeting

- I. Call to order
- II. Approval of the minutes of previous meeting (May 15)
- III. Approval of the claims
- IV. Agreement with Weddle Bros to Reinforce the Jordan Culvert at 3rd & Lincoln – Jane Fleig
- V. South Central Interceptor On-Call Environmental Management Services – Phil Peden
- VI. Fullerton Pike Phase II Right of Way Donation to Monroe County – Chris Wheeler
- VII. Old business
- VIII. New business
- IX. Subcommittee reports
- X. Staff reports
- XI. Petitions and communications*
- XII. Adjournment

* Brief public comment will be limited to 5 minutes per person.

UTILITIES SERVICE BOARD MEETING

May 15, 2017

Utilities Service Board meetings are recorded electronically or stenographically and are available during regular business hours in the office of the Director of Utilities.

Board President Frank called the regular meeting of the Utilities Service Board to order at 5:00 p.m. The meeting was held in the Utilities Service Board room at the City of Bloomington Utilities Administrative Building in Bloomington, Indiana.

Board members present: Sam Frank, Jim Sims, Amanda Burnham, Jason Banach, Jeff Ehman, and Tim Mayer (ex-officio).

Staff members present: Efrat Feferman, Jon Callahan, Tom Axsom, Nolan Hendon, Holly McLaughlin, Chris Wheeler, Brad Schroeder, John Langley, Missy Waldon, and Jeff Underwood.

MINUTES

Board Member Burnham moved and Board Member Sims seconded the motion to approve the minutes of the May 1st meeting. Motion carried, 5 ayes, 2 members absent, (Roberts, Sherman).

CLAIMS

Board Member Burnham moved and Board Member Sims seconded the motion to approve the standard claims as follows:

Vendor invoices submitted to the Controller's Office on 5/10/17 included \$112,584.27 from the Water Utility; \$168,772.79 from the Wastewater Utility; and \$4,435.17 from the Stormwater Utility. Total Claims approved, \$285,792.23.

Motion carried, 5 ayes, 2 members absent, (Roberts, Sherman).

Board Member Burnham moved and Board Member Sims seconded the motion to approve the ACH payments as follows:

Vendor invoices that will be submitted to the Controller's Office on 5/9/17 included \$200,560.89 from the Water Utility; \$0.00 from the Wastewater Utility; and \$0.00 from the Stormwater Utility. Total Claims approved, \$200,560.89.

Motion carried, 5 ayes, 2 members absent, (Roberts, Sherman).

Board Member Burnham moved and Board Member Sims seconded the motion to approve the utility claims as follows:

Utility invoices submitted to the Controller's Office on 5/9/17 included \$103,116.39 from the Water Utility; \$113,546.89 from the Wastewater Utility; and \$0.00 from the Stormwater Utility. Total Claims approved, \$216,663.28.

Motion carried, 5 ayes, 2 members absent, (Roberts, Sherman).

Board Member Burnham moved and Board Member Sims seconded the motion to approve the customer refunds as follows:

Customer refunds submitted to the Controller's Office on 5/9/17 included \$398.82 from the Water Utility; \$1,333.36 from the Wastewater Utility; and \$0.00 from the Stormwater Utility. Total Claims approved, \$1,732.18.

Motion carried, 5 ayes, 2 members absent, (Roberts, Sherman).

REQUEST TO APPROVE 2017 INTERDEPARTMENTAL AGREEMENT BETWEEN THE CITY OF BLOOMINGTON UTILITY AND THE CITY OF BLOOMINGTON

Finance Subcommittee recommended approval of an amended agreement for \$1,856,160.65; motion carried, 5 ayes, 2 members absent, (Roberts, Sherman).

City of Bloomington Controller Jeff Underwood presented the 2017 Interdepartmental Agreement. There are 2 parts to the agreement: payment to COB in lieu of taxes on CBU assets located inside City and payment for services provided by each entity to the other. It was noted that the time study which informs the look-back adjustment is out of date so the \$78,168 look back will be removed from the original agreement. A time study will be conducted this Fall and then on an annual basis. New for the coming agreement will be the Sanitation billing and major stormwater improvements within City limits. Board also requested clarification on significant increase in health insurance costs; an increase in work force, insurance costs increasing, plus employee contributions remaining stagnant resulted in the larger amount.

REQUEST TO APPROVE CONTRACT FOR THE SALE OF WATER WITH THE TOWN OF ELLETTSVILLE

Board Member Burnham moved and Board Member Sims seconded the motion to approve; motion carried, 5 ayes, 2 members absent, (Roberts, Sherman).

Chris wheeler, City Legal, presented a contract to sell water to the Town of Ellettsville. The previous contract had lapsed. The only change is that future contracts will renew by agreement of the parties and will not need to be brought to the USB. Average sold to Ellettsville is 26 million gallons per month; they are CBU's 2nd largest customer. Assistant Director- Finance Efrat Feferman mentioned that there is a term in the contract that Ellettsville will not buy water from another source.

OLD BUSINESS: N/A

NEW BUSINESS: N/A

SUBCOMMITTEE REPORTS: Finance subcommittee report was given during discussion of Interdepartmental Agreement.

STAFF REPORTS: Feferman mentioned that 2 wholesale contracts are coming up, as is the City-wide auction.

PETITIONS AND COMMUNICATIONS: N/A

ADJOURNMENT: The meeting was adjourned at 5:23 p.m.

Samuel K. Frank, President

**UTILITIES SERVICE BOARD MOTION
MEETING ON MAY 30, 2017**

To: Utilities Service Board
Dept.
Sub: Claims list filed: 05/25/17
USB: 05/30/2017
For Period: 04/29/17-05/12/17
G/L Date: 06/02/17

From: Kim Robertson
Dept. Accounts Payable
Date: 05/25/17

Paydate: 06/02/17

Utilities Department invoices filed with the City Controller May 25, 2017 and signed by the Utilities Service Board for payment June 02, 2017 as in accordance with the Utilities Service Board Resolution of August 7, 1973, be hereby approved and entered into the minutes of today's meeting. A copy of the list is filed, with any exceptions noted, is hereby attached and made a part of these proceedings.

Water Operations & Maintenance	154,363.41
Water Construction	0.00
Water Meter Deposit	0.00
Water Sinking	0.00
Water Hydrant Meter Rental	0.00

Total of Water Utilities as per the invoice list:	<u>\$154,363.41</u>
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Wastewater Operations & Maintenance	124,839.95
Wastewater Construction	0.00
Wastewater Sinking	600.00

Total of Wastewater Utilities as per the invoice list:	<u>\$125,439.95</u>
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Stormwater	9,989.88
Stormwater Construction	0.00

Total of Stormwater Utility as per the invoice list:	<u>\$9,989.88</u>
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Total Water Utility:	<u><u>\$154,363.41</u></u>
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Total Wastewater Utility:	<u><u>\$125,439.95</u></u>
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Total Stormwater Utility:	<u><u>\$9,989.88</u></u>
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TOTAL WATER, WASTEWATER & STORMWATER UTILITIES	<u><u>\$289,793.24</u></u>
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City of Bloomington Utilities
Accounts Payable by G/L Distribution Report
Paydate: 06/02/17

Vendor	Invoice No.	Invoice Description	Invoice Amount	Water O&M	Wastewater O&M	Wastewater Sinking	Stormwater O&M
Aquaplates, INC	18784	BP17-78 Modified mTEC Control: EPA 1603 (96)	181.39		181.39		
Aramark Uniform & Career Apparel Group, INC	04/30/17SUP PLY	Weekly mats & supplies - April 2017 - MN, SC, BP, DR	1,287.38	446.51	840.87		
Aramark Uniform & Career Apparel Group, INC	04/30/17 Uniform	Uniform service - April 2017 - TD, ENG, BP, DR, PUR, MN	296.99	88.75	208.24		
Astbury Gabriel Corp (ESG Laboratories)	17006405	Testing - Digester grab - 04/28/17 - DR	121.00		121.00		
Baker Lawn Service Company	04/30/17	Lawn maintenance - April 2017 - mulch @ Service Center - SC	2,712.00	1,084.80	1,627.20		
Bank Of New York	252-2021648	Admin fee for Sewer Ref Bonds 2013 - 05/17/16-05/16/17 - ACCT	600.00			600.00	
Barry Company, INC	612467	2 Adapters for residuals basin pump - MN	30.92	30.92			
BBC Pump And Equipment Company, INC	30040997	TD17-183 Labyrinth ring, seal plate	1,350.22		1,350.22		
Big Dipper Building Services, LLC (Overhead Door)	40452	PUR17-212 Torison spring for overhead door; service call	508.50	203.40	305.10		
Biochem, INC	15561	K 275 Polymer for belt press delivered 4/6/2017 - DR	12,139.29		12,139.29		
Biochem, INC	15618	Green clean pro delivered 04/21/17 - DR	953.50		953.50		
Black Lumber Co INC	321835	Tools for pretreatment program (screwdriver, hammer, etc) - ADMIN	160.85		160.85		
Black Lumber Co INC	321981	Ant bait and traps - PUR	25.38	10.15	15.23		
Black Lumber Co INC	322079	2 Power surge strips - PUR	39.98	15.99	23.99		
Black Lumber Co INC	322145	Lexol and flex seal - PUR	43.96	17.58	26.38		
Bledsoe Riggert Cooper & James INC	18200	Annual topographic survey Dillman Rd landfill - ADMIN	750.00		750.00		
BlueTarp Financial, INC	52270765	PUR17-199 Industrial strength 2-shelf plastic cart - tool holder	209.09	83.64	125.45		
Chemical Resources, INC	297863	2017 Sodium Aluminate .172 LB Dillman - DR	7,798.48		7,798.48		
Chemtrade Chemicals Corporation	92091381	2017 Liquid Alum \$424 dry ton - MN	4,692.41	4,692.41			
Chemtrade Chemicals Corporation	92096155	2017 Liquid Alum \$424 dry ton - MN	4,708.10	4,708.10			
Chemtrade Chemicals Corporation	92099456	Alum - 11.142 @ 424.00 delivered 05/15/17 - MN	4,724.21	4,724.21			
Chris James Scott Eberle	PUR17-222	Mileage reimbursement for call-out on 05/07/17 - PUR	7.20	7.20			
Cintas First Aid & Safety # 388	5007767768	Restock first aid cabinets @ Monroe - 05/04/17 - MN	60.59	60.59			
Cintas First Aid & Safety # 388	5007768972	Restock first aid cabinets @ Blucher - 05/03/17 - BP	138.09		138.09		
City Of Bloomington	04/30/17 Fuel	Fuel charges for all utilities vehicles - April 2017 - ACCT	8,922.96	2,837.39	6,085.57		
City Of Bloomington	05/30/17Set rate	Set rate for all vehicle parts & repairs - May 2017 - ACCT	27,594.92	8,388.86	19,206.06		
Commercial Service Of Bloomington, INC	C39121	Annual HVAC preventive maintenance w/belts 2017 - BP, PUR	3,630.00		3,630.00		

City of Bloomington Utilities
Accounts Payable by G/L Distribution Report
Paydate: 06/02/17

Vendor	Invoice No.	Invoice Description	Invoice Amount	Water O&M	Wastewater O&M	Wastewater Sinking	Stormwater O&M
Commercial Service Of Bloomington, INC	C39122	Annual HVAC preventive maintenance w/belts 2017 - MN, PUR	3,200.00	3,200.00			
Commercial Service Of Bloomington, INC	C39123	Annual HVAC preventive maintenance w/belts 2017 - DR, PUR	1,620.00		1,620.00		
Commercial Service Of Bloomington, INC	S134717	Repair air conditioning in SCADA control room - BP	285.00		285.00		
Creative Graphics, INC (dba Baugh Enterprises)	3080	Printing and mailing May 2017 water wastewater bills - ACCT	10,739.60	4,295.84	6,443.76		
D & M Systems, INC	1558	DR17-50 Fabricate new conveyor system; remove OD unit	8,300.00		8,300.00		
Dotlich, INC	44650	S15-5901/ENG17-033 Crane for 17th St lift station project	639.00		639.00		
Environmental Resource Associates	826074	Samples for Ecoli analysis for NPDES permit @ Dillman - LAB, DR	300.46		300.46		
Executive Management Services, INC	214945	Monthly cleaning service @ Service Center - May 2017 - SC	3,992.00	1,596.80	2,395.20		
Executive Management Services, INC	214946	Monthly cleaning service @ Dillman WWTP - May 2017 - DR	1,082.00		1,082.00		
Executive Management Services, INC	214947	Monthly cleaning service @ Blucher WWTP - May 2017 - BP	801.00		801.00		
Faco Waterworks, LLC	10	DR17-035 AUMA Electric Acuator Communication Board	535.24		535.24		
Fastenal Company	INBLM197177	Large vest harness - replacement for R Hardin - DR	363.88		363.88		
Fastenal Company	INBLM197332	80 IntRetRings for belt press - DR	126.28		126.28		
Fastenal Company	INBLM198281	Restock supplies in machine - 05/05/17 - PUR	235.35	107.57	127.78		
Fastenal Company	INBLM198435	Restock supplies in machine - 05/12/17 - PUR	181.85	97.54	84.31		
Fisher Scientific Company, LLC	1398382	Petri dishes, monitor strips, flasks, membrane filters - LAB, DR	1,439.42	1,439.42			
Fisher Scientific Company, LLC	1398383	Conductivity standard 1 uS/cm, 16 oz - LAB, DR	153.37	153.37			
Fluid Systems, INC	84623	MN17-177 Buna-N Replacement Sleeve for pressure sensor	396.00	396.00			
Freedom Business Solutions, LLC	9851	Printer repair @ Meter service dept - MS, TD, ACCT	114.95	45.98	68.97		
Freedom Business Solutions, LLC	9858	Toner cartridge for HP402 & HP2055 - SC, ACCT	174.95	69.98	104.97		
Greeley And Hansen, LLC	INV-0000498879	S16-6002 - S Central Interceptor Sewer to 04/28/17 - ENG	10,037.06		10,037.06		
Gripp, INC	334330	Replacement parts for automatic sampler - DIR	206.18		206.18		
Gripp, INC	334369	Tubing & parts for automatic sampler - DIR	642.00		642.00		
Gripp, INC	334374	S14-5805 - Wastewater flow monitoring - ENG	4,576.83		4,576.83		
HACH Company	10436136	SPDNS flouride reagent, vial compartment wipes - LAB, DR	311.63	311.63			
HACH Company	10440453	Reagent set & reagent for NH3 analyzer, wipes - LAB, MN	463.96	463.96			
HACH Company	10447898	COD Standard 300 mg/l - LAB, DR	35.58		35.58		
HACH Company	10447906	3 each DPD packets free & total chlorine 10 ml - LAB, DR	1,146.39	1,146.39			
Hall Signs INC	318558	PUR17-209 Sidewalk Closed signs (4) for 3rd & Lincoln project	46.28	18.51	27.77		

City of Bloomington Utilities
Accounts Payable by G/L Distribution Report
Paydate: 06/02/17

Vendor	Invoice No.	Invoice Description	Invoice Amount	Water O&M	Wastewater O&M	Wastewater Sinking	Stormwater O&M
Harmony Acres, INC (Value Fence Company)	406	ENG17-034 Repair of access gate at SE booster station	1,925.00	1,925.00			
Hawkins, INC	4066523	MN17-147 Bulk tank (1) and 275 gals sodium thiosulfate	1,691.14	1,691.14			
HD Supply Waterworks, LTD	G994209	PUR17-146 Various items for inventory supply	1,066.34	1,066.34			
HD Supply Waterworks, LTD	H036446	PUR17-160 Copper wire, CTS poly tubing, PVC ftgs.	434.00	434.00			
HD Supply Waterworks, LTD	H043259	PUR17-146 Hydrants, brass ftgs for poly pipe	10,483.83	10,483.83			
HD Supply Waterworks, LTD	H045992	W17-4103 PUR17-164 DI Pipe, vlv & saddle f/Woodward Rd Project	19,250.63	19,250.63			
HD Supply Waterworks, LTD	H097355	W17-4103-PUR17-164-12x12 Tyler; 12 8950X KE MJ RW TAP	4,100.62	4,100.62			
HD Supply Waterworks, LTD	H108793	PUR17-189 56 50# bags octocrete @ \$35 EA	1,960.00	784.00	1,078.00		98.00
HD Supply Waterworks, LTD	H114666	PUR17-190 Phoenix pipe lube quarts (2 cases)	86.40	34.56	47.52		4.32
HD Supply Waterworks, LTD	H117033	W17-4103 PUR17-164 DI Pipe, vlv & saddle f/Woodward Rd Project	19,250.63	19,250.63			
HD Supply Waterworks, LTD	H117035	W17-4103 PUR17-164 DI Pipe, vlv & saddle f/Woodward Rd Project	19,250.63	19,250.63			
HD Supply Waterworks, LTD	H141813	PUR17-189 112 50# bags octocrete @\$35 EA	3,920.00	1,568.00	2,156.00		196.00
Hoosier Times, INC	155381-22817	Ad for temporary part-time meter reader - 2/25/17 - MS, TD	81.01	81.01			
HP Products Corporation	I3038922	2 cs Hot cups, 1 cs soap, 2 cs tissue, 1 cs m-fold towels - SC	394.48	157.79	236.69		
HP Products Corporation	I3040611	6 cs m-fold towels - SC	173.88	69.55	104.33		
Indiana Oxygen Co	08444042	Monthly cylinder rental @ Dillman WWTP - DR	139.44		139.44		
Indiana Underground Plant Protection Service, INC	64108	Monthly per ticket fee for line locates - 03/01-03/31/17 - TD	1,995.00	798.00	1,197.00		
Indiana University Health Bloomington, INC	00045083-00	Vaccine Hep B, Toxoid single for 1 Dillman employee 04/28/17 -DR	93.00		93.00		
Indiana University Health Bloomington, INC	00045084-00	Vaccine Hep B, Toxoid single for 1 Dillman employee 04/28/17 -DR	93.00		93.00		
Interstate All Battery Center of Bloomington, INC	1903301006707	12 volt battery for meter service - MS, TD	50.00	20.00	30.00		
Irving Materials, INC	60014584	Concrete - Water @ 309 Church Lane - 05/01/17 - TD	1,860.00	1,860.00			
J&S Locksmith Shop, INC	164852	Handheld blower, lock counter key code, key - DR	147.54		147.54		
JCI Jones Chemicals, INC	719937	Sodium hypochlorite - 4,578 @ .7500 delivered 05/03/17 - MN	3,433.50	3,433.50			
JCI Jones Chemicals, INC	719938	Sodium hydroxide - 11.8695 @ 524.00 delivered 05/03/17 - MN	6,219.62	6,219.62			
JCI Jones Chemicals, INC	720062	Sodium hypochlorite - 4,100 @ .7500 delivered 05/04/17 - DR	3,075.00		3,075.00		
JCI Jones Chemicals, INC	720419	Sodium hypochlorite - 4,613 @ .7500 delivered 05/09/17 - MN	3,459.75	3,459.75			
JCI Jones Chemicals, INC	721075	Sodium hypochlorite - 4,610 @ .7500 delivered 05/15/17 - MN	3,457.50	3,457.50			
John Deere Financial (Rural King)	JRNL#F96777/62	Tank hose, swivel, weed killer, trimmer head & misc - DR	294.91		294.91		
K&S Rolloff, INC	33641	Roll-off container - debris from hill area - 05/04/17 - SC	255.44	102.18	153.26		

City of Bloomington Utilities
Accounts Payable by G/L Distribution Report
Paydate: 06/02/17

Vendor	Invoice No.	Invoice Description	Invoice Amount	Water O&M	Wastewater O&M	Wastewater Sinking	Stormwater O&M
KCI Technologies, INC	565768	D16-86 - Weimer Dam Evaluation to 03/31/17 - ENG	9,691.56				9,691.56
Kevin R McKnight	PUR17-221	Mileage reimbursement for call-out on 04/30/17 - PUR	4.32	4.32			
Komline Sanderson Engineering Corporation	42034854	S17-6102 BP17-66 15belt support bars, 4 wash box seals & gaskets	2,829.90		2,829.90		
KONE, INC	949614360	Qtrly billing for elevator maintenane @ Dillman-05/01-07/31/17-DR	319.65		319.65		
Koorsen Fire & Security, INC	4193015	Fire alarm monitoring @ Washington St 06/01-08/31/17-SC	80.97	32.39	48.58		
Kroger Limited Partnership I	168983	Food, drinks & plates for LMC meeting @ Dillman - DR	17.96		17.96		
Lawson Products, INC	9304901826	Rubber gloves, pipe fittings, screws & misc parts - BP	403.76		403.76		
Lawson Products, INC	9304912502	Misc caps, washers, nuts, drill bits, sockets & misc parts - DR	454.18		454.18		
Lawson Products, INC	9304922886	Ear plugs, disp resp, safety glasses, wasp killer - MN	399.66	399.66			
Lawson Products, INC	9304930031	10 Wire rope clips - MN	186.14	186.14			
Menards, INC	61362	Primer, cutting wheel, paint, tape & misc painting supplies - DR	276.48		276.48		
Monroe County Solid Waste Management District	HHW82	Disposal of flat screen TV - PUR	20.00	8.00	12.00		
Monroe County Solid Waste Management District	HHW94	Disposal of paint & E-poxy coatings - DR	320.73		320.73		
Mosaic Global Sales, LLC	97371855	Hydro fluorosilicic acid - 22.80 @ 364.00 delivered 05/05/17 -MN	8,299.20	8,299.20			
Northern Safety Co., INC	902409607	PUR17-204 Activgard contamination suits with hoods (150)	812.98	325.19	487.79		
Northern Safety Co., INC	902413704	DR17-56 Goggles, safety glasses, knee boots, back support	214.26		214.26		
Pace Analytical Services, INC	1750062820	Annual analysis of Baxter Pharm for low level mercury - ENV	2,250.00		2,250.00		
Pace Analytical Services, INC	1750063505	Annual analysis of Circle Proscro for low level mercury - ENV	270.00		270.00		
Paragon Micro, INC	752661	Samsung 22" LED monitor - SCADA - BP, DIR	167.25		167.25		
Ricoh USA, INC	5048099837-CBU	Contract billing for copier maint @ Dillman - DR, DIR	131.20		131.20		
Rogers Group, INC	0071158283	W17-4103 - Misc stone - Stock, water - 05/01-05/04/17 - TD	2,473.17	1,572.91	900.26		
Sal Chemical Co., INC	168764	Aqua ammonia - 19,480 @ .1600 delivered 05/15/17 - MN	3,116.80	3,116.80			
Smith Implements, INC	P47234	Grill parts & seals for John Deere #729 - BP	29.88		29.88		
Southern Indiana Parts, INC (Napa Auto Parts)	145247	2 Oil filters - MN	10.06	10.06			
Southern Indiana Parts, INC (Napa Auto Parts)	145248	1 QT filter - MN	17.83	17.83			
Southern Indiana Parts, INC (Napa Auto Parts)	145284	2 Oil filters - MN	10.06	10.06			
Suburban Laboratories, INC	144443	Annual sampling of Baxter Pharmaceutical outfalls ENV	530.00		530.00		
Synchrony Bank	11402468271-87300	PUR17-201 Lascar EL-USB-4 data logger Inv#114-0246827-1873009	77.00	30.80	46.20		
Toric Engineering	4436	TD16-472 Replaced Mitsubishi display with AB PanelView @ WW lift	2,292.92		2,292.92		

City of Bloomington Utilities
Accounts Payable by G/L Distribution Report
Paydate: 06/02/17

Vendor	Invoice No.	Invoice Description	Invoice Amount	Water O&M	Wastewater O&M	Wastewater Sinking	Stormwater O&M
Tri-State Bearing Co, INC	170530-00	4 Bearings for Tamarron LS - LS, TD	507.40		507.40		
United Parcel Service, INC	0000430948187	Shipping charges - 05/03/17- MN, DIR, PUR	71.32	16.46	54.86		
Virtuoso Sourcing Group, LLC	23102	Collection agency fee - 04/21/17 - AR	13.86	5.54	8.32		
Virtuoso Sourcing Group, LLC	23200	Collection agency fee - 05/01/17 - AR	9.07	3.63	5.44		
Virtuoso Sourcing Group, LLC	23201	Collection agency fee - 05/04/17 - AR	28.88	11.55	17.33		
W.W. Grainger, INC	9428709803	PUR17-192 Portable lockout kit, filled, electrical lockout	177.75	71.10	106.65		
Whiffen Machine And Press Repair, INC	6853	DM17-052 42inch drum shaft for rotary screen drum	273.20		273.20		
Young Trucking, INC	92439	Hauling sludge from Blucher Poole WWTP - 04/24-04/28/17 -BP, ENV	2,513.46		2,513.46		
Young Trucking, INC	92440	Hauling sludge from Dillman WWTP - 04/26/17 - DR, ENV	3,855.00		3,855.00		
Young Trucking, INC	92535	Hauling sludge from Blucher Poole WWTP - 05/01-05/05/17 -BP, ENV	2,159.42		2,159.42		
Grand total:			289,793.24	154,363.41	124,839.95	600.00	9,989.88

**UTILITIES SERVICE BOARD MOTION
MEETING ON MAY 30, 2017
UTILITY BILLS**

To: Utilities Service Board

Dept.

Sub: Claims list filed: 05/22/17

USB: 5/30/2017

For Period: 05/10/17 - 05/22/17

G/L Date: 05/22/17

From: Kim Robertson

Dept. Accounts Payable

Date: 05/22/17

Paydate: 05/22/17

Utilities Department invoices filed with the City Controller May 22, 2017 and signed by the Utilities Service Board for payment May 22, 2017 as in accordance with the Utilities Service Board Resolution of August 7, 1973, be hereby approved and entered into the minutes of today's meeting. A copy of the list is filed, with any exceptions noted, is hereby attached and made a part of these proceedings.

Water Operations & Maintenance	7,402.09
Water Construction	0.00
Water Meter Deposit	0.00
Water Sinking	0.00
Water Hydrant Meter Rental	0.00

Total of Water Utilities as per the invoice list:	<u><u>\$7,402.09</u></u>
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Wastewater Operations & Maintenance	10,561.35
Wastewater Construction	0.00
Wastewater Sinking	0.00

Total of Wastewater Utilities as per the invoice list:	<u><u>\$10,561.35</u></u>
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Stormwater	0.00
Stormwater Construction	0.00

Total of Stormwater Utility as per the invoice list:	<u><u>\$0.00</u></u>
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Total Water Utility:	<u><u>\$7,402.09</u></u>
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Total Wastewater Utility:	<u><u>\$10,561.35</u></u>
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Total Stormwater Utility:	<u><u>\$0.00</u></u>
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TOTAL WATER, WASTEWATER & STORMWATER UTILITIES	<u><u>\$17,963.44</u></u>
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City of Bloomington Utilities
Accounts Payable by G/L Distribution Report
Paydate: 05/22/17

Utility bills

Vendor	Invoice No.	Invoice Description	Invoice Amount	Water O&M	Wastewater O&M
AT&T	8123347689 05/17	Service - Utilities - 05/07-06/06/17 - SC	132.08	52.83	79.25
AT&T	850788637 05/17	Long distance charges - April 2017 - BP, DR, MN	7.75	2.41	5.34
AT&T Mobility II, LLC	05/11/17	Service-Inv#287268772596x05192017-04/12-05/11/17-All depts-PUR	2,054.60	694.54	1,360.06
DirecTV, LLC	31379857775	Service - Blucher Poole - 05/10-06/09/17 - BP	52.99		52.99
DirecTV, LLC	31390882787	Service - Dillman WWTP - 05/12-06/11/17 - DR	52.99		52.99
DirecTV, LLC	31395379265	Service - Monroe WTP - 05/12-06/11/17 - MN	52.99	52.99	
Duke Energy	05/22/17	Service - April - May 2017 - LS, BS, GR, SC, TD, WT	8,332.85	3,892.60	4,440.25
Duke Energy	41003538018 5/17	Service - 03/15-05/09/17 - BS, TD, LS	4,524.35	2,201.65	2,322.70
Vectren	N0814658 05/2017	Service - SC Booster - 04/03-05/1/17 - BS, TD	23.23	23.23	
Vectren	N0833866 05/2017	Service - Blucher WWTP - 04/07-05/05/17 - BP	736.40		736.40
Vectren	N1035813 05/2017	Service - Monroe WTP - 04/06-05/04/17 - MN	312.52	312.52	
Vectren	N1059811 05/2017	Service - Dillman WWTP - 04/06-05/04/17 - DR	1,235.50		1,235.50
Vectren	N1078457 05/2017	Service - Service Center - 04/03-05/01/17 - SC	394.67	157.87	236.80
Vectren	N1236302 05/2017	Service - Tamarron Lift Station - 04/07-05/05/17 - LS, TD	21.90		21.90
Vectren	N1244359 05/2017	Service - S Washington St Storage - 04/03-05/01/17 - SC	28.62	11.45	17.17
Grand total:			17,963.44	7,402.09	10,561.35

WIRE TRANSFERS, FEES & PAYROLL FOR THE MONTH OF APRIL, 2017

INDIANA DEPARTMENT OF REVENUE (SALES TAX - MARCH 2017)	\$49,406.00
INDIANA DEPARTMENT OF REVENUE - RECEIPTS TAX 1ST QUARTER UTILITY RECEIPTS TAX	\$39,014.15
NPC CHARGE CARD FEES - MARCH, 2017	\$16,823.39
FIRST FINANCIAL ACCOUNT ANALYSIS FEES - MARCH, 2017	\$2,489.10
GROSS PAYROLL 5/12/2017	\$296,143.80
FICA TAX 5/12/2017	\$21,379.47
GROSS PAYROLL 5/26/2017	\$296,175.52
FICA TAX 5/26/2017	\$21,325.52
TOTAL	\$742,756.95

WIRE TRANSFERS, FEES & PAYROLL
FOR THE MONTH OF APRIL, 2017

GRAND TOTAL OF ALL AUTO-PAY, TRANSFERS & PAYROLL ON THIS REGISTER	\$742,756.95
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Allowance of Wire Transfers, Fees & Payroll - We have examined the
Wire Transfers, Fees & Payroll listed on the forgoing Register,
consisting of 2 pages, and except for
Wire Transfers, Fees & Payroll not allowed as shown on the Register such
Wire Transfers, Fees & Payroll are hereby allowed in the total amount of

\$742,756.95

Dated this 30th day of May, 2017

_____	_____
_____	_____
_____	_____

Signature of Governing Board

**UTILITIES SERVICE BOARD MOTION
MEETING ON MAY 30, 2017
CUSTOMER REFUNDS**

To: Utilities Service Board
Dept.
Sub: Claims list filed: 05/22/17
USB: 05/30/2017
For Period: 05/05/17 - 05/22/17
G/L Date: 06/02/17

From: Kim Robertson
Dept. Accounts Payable
Date: 05/22/17

Paydate: 06/02/17

Utilities Department customer refunds filed with the City Controller May 22, 2017 and signed by the Utilities Service Board for payment June 02, 2017 as in accordance with the Utilities Service Board Resolution of August 7, 1973, be hereby approved and entered into the minutes of today's meeting. A copy of the list is filed, with any exceptions noted, is hereby attached and made a part of these proceedings.

Water Operations & Maintenance	0.00
Water Construction	0.00
Water Meter Deposit	0.00
Water Sinking	0.00
Water Hydrant Meter Rental	0.00
Total of Water Utilities as per the invoice list:	<u>\$0.00</u>
Wastewater Operations & Maintenance	877.75
Wastewater Construction	0.00
Wastewater Sinking	0.00
Total of Wastewater Utilities as per the invoice list:	<u>\$877.75</u>
Stormwater	0.00
Stormwater Construction	0.00
Total of Stormwater Utility as per the invoice list:	<u>\$0.00</u>
Total Water Utility:	<u><u>\$0.00</u></u>
Total Wastewater Utility:	<u><u>\$877.75</u></u>
Total Stormwater Utility:	<u><u>\$0.00</u></u>
TOTAL WATER, WASTEWATER & STORMWATER UTILITIES	<u><u>\$877.75</u></u>

City of Bloomington Utilities
Accounts Payable by G/L Distribution Report
Paydate: 06/02/17

Vendor	Invoice No.	Invoice Description	Invoice Amount	Check No.	Reason for refund	Water Funds	Wastewater Funds	Stormwater Funds
David Michael Spencer	440-002	Customer refund	\$348.26	24679	Overpayment on March 2017 bill		\$348.26	
Cecily Allen	16802-016	Customer refund	\$12.59	24675	Overpayment on May 2017 bill		\$12.59	
Sungah Jeong	1863-019	Customer refund	\$4.61	24677	Meter Misread Adjustment		\$4.61	
Chanmei Chou Pi	2330-001	Customer refund	\$4.55	24678	Meter Misread Adjustment		\$4.55	
Dong Kiku Sushi Inc	6678-002	Customer refund	\$507.74	24676	Overpayment on April 2017 bill & Meter Misread		\$507.74	
			<u>\$877.75</u>					
			<u>\$877.75</u>					
						<u>\$0.00</u>	<u>\$877.75</u>	<u>\$0.00</u>

**AGREEMENT BETWEEN CITY OF BLOOMINGTON, INDIANA, UTILITIES
DEPARTMENT AND WEDDLE BROS. BUILDING GROUP, LLC**

THIS AGREEMENT, is executed by and between the City of Bloomington, Indiana, Utilities Department through the Utilities Service Board (hereinafter referred to as "Owner"), and Weddle Bros. Building Group, LLC, a limited liability company, duly organized in the State of Indiana, with its principal place of business located at 2182 W Industrial Park Drive, Bloomington, IN 47404 (hereinafter referred to as "Contractor"), and in consideration of the mutual covenants hereinafter set forth, the parties do hereby agree as follows:

WHEREAS, Owner needs construction work performed to temporarily reinforce the Jordan Culvert structure at the intersection of 3rd Street and Lincoln Avenue, Bloomington, IN (hereinafter referred to as the "Project"); and

WHEREAS, Contractor has the necessary skill, manpower and work experience to complete the Project in an expedited, efficient, workmanlike fashion.

NOW, THEREFORE, the parties hereby agree as follows:

ARTICLE 1: EFFECTIVE DATE AND SCOPE OF WORK

1.1 Effective Date. The effective date of this contract shall be the date last entered in the signature blocks below. The contract shall apply to all work performed by Contractor on the Project pursuant to the Scope of Work as defined below.

1.2 Scope of Work. The Scope of Work (Hereinafter referred to as "Scope of Work" or "Work") is attached hereto and marked as **Exhibit "A"**. Owner accepts Option Two with Option 2 acceleration to open two lanes of traffic on 3rd Street and the Additional Cost for 22 pieces of barrier wall. Additionally, this Scope of Work includes repair of damaged sidewalk and curbing caused by the necessary repairs to the Jordan Culvert.

ARTICLE 2: CONTRACT PRICE

The Owner shall pay the Contractor for the performance of the construction, subject to any additions or deductions as provided in this Contract, the contract sum not to exceed Two Hundred Twenty Eight Thousand Two-Hundred dollars (\$228,200.00). Said sum shall be paid in accordance with the terms of the Contract Documents.

The submission of any request for payment shall be deemed a waiver and release by Contractor of all liens and claims with respect to the work and period to which such payment request pertains except as specifically reserved and noted on such request.

Contractor shall maintain proper account records for the scope of all services of this Agreement and provide an accounting for all charges and expenditures as may be necessary for audit purposes.

All such records shall be subject to inspection and examination by Owner's representatives at reasonable business hours.

ARTICLE 3: Insurance. During the performance of any and all Work under this Agreement, Contractor shall maintain the following insurance in full force and effect:

- a. General Liability Insurance, with a minimum combined single limit of \$1,000,000 for each occurrence and \$2,000,000 in the aggregate.
- b. Automobile Liability Insurance, with a minimum combined single limit of \$1,000,000 for each person and \$1,000,000 for each accident.
- c. Professional Liability Insurance ("Errors and Omissions Insurance") with a minimum limit of \$1,000,000 annual aggregate.
- d. Workers' Compensation Insurance in accordance with the statutory requirements of Title 22 of the Indiana Code.

All insurance policies shall be issued by an insurance company authorized to issue such insurance in the State of Indiana. Owner shall be named as insured under the General Liability, Automobile, and Professional Liability Insurance policies, and such policies shall stipulate that the insurance will operate as primary insurance and that no other insurance affected by the Owner will be called upon to contribute to a loss hereunder.

Contractor shall provide evidence of each insurance policy to Owner prior to the commencement of Work under the Agreement. Approval of the insurance by Owner shall not relieve or decrease the extent to which Contractor may be held responsible for payment of damages resulting from service or operations performed pursuant to this Agreement. If Contractor fails or refuses to procure or maintain the insurance required by these provisions, or fails or refuses to furnish Owner required proof that the insurance has been procured and is in force and paid for, Owner shall have the right at Owner's election to forthwith terminate the Agreement.

ARTICLE 4: GENERAL PROVISIONS

4.1. Contractor agrees to be bound by and comply with all federal, state, and local laws, rules and regulations applicable to Contractor in performing work pursuant to this Agreement, including, but not limited to, discrimination in employment, prevailing wage laws, conflicts of interest, public notice, accounting records and requirements. This Agreement shall be governed by the laws of the United States, and the State of Indiana, and by all Municipal Ordinances and Codes of the City of Bloomington. Venue of any disputes arising under this Agreement shall be in the Monroe Circuit Court, Monroe County, Indiana.

4.2. Contractor agrees to indemnify and hold harmless Owner and its officers, board members, agents, assigns, officials and employees for any and all claims, actions, causes of action, judgments and liens arising out of any negligent act or omission by Contractor or any of its officers, agents, assigns, officials, employees, or subcontractors and/or for any defect in materials or workmanship

of any supply, materials, mechanism or other product or service which Contractor or any of its officers, agents, assigns, officials, employees, or subcontractors has supplied to Owner or has used in connection with this Agreement and regardless of whether or not it is caused in part by a party indemnified herein. Such indemnity shall include attorney's fees and all costs and other expenses arising out of or incurred in connection with this contract and shall not be limited by reason of the enumeration of any insurance coverage required herein.

4.3. In the event of a breach of this Contract by Contractor, Owner shall be entitled to pursue any and all remedies available, both legal and equitable, under the laws of the State of Indiana. In addition to any other remedy to which Owner may be entitled upon a breach by Contractor, Owner shall be entitled to recover from Contractor the reasonable expenses, including attorney fees and expenses, incurred by Owner in enforcing this Contract.

4.4. No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law); and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

4.5. Owner and Contractor each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect of all covenants, agreements, and obligations contained in the Contract Documents.

4.6. The business address of Contractor given herein and the address of Contractor's office in the vicinity of the Work are both hereby designated as the places to which all notices, letters, and other communication to Contractor will be mailed or delivered. The address of Owner appearing herein is hereby designated as the place to which all notices, letters, and other communication to Owner shall be mailed or delivered. Either party may change its address at any time by an instrument in writing delivered to Owner and to the other party.

4.7. Both parties agree that for the purpose of this Agreement, Contractor shall be an Independent Contractor and not an employee of Owner.

4.8. Non-Discrimination.

A. Contractor and sub-Contractors shall not discriminate against any employee or applicant for employment, to be employed in the performance of this Agreement, with respect to hire, tenure, terms, training, conditions or privileges of employment, because of race, sex, color, religion, national origin, ancestry, disability, sexual orientation, gender identity, veteran status, or housing status. Breach of this covenant may be regarded as a material breach of the Agreement.

B. Contractor certifies for itself and all its sub-Contractors compliance with existing laws of the City of Bloomington, the State of Indiana and the United States regarding:

1. Prohibition of discrimination in employment practices on the basis of race, sex, color, religion, national origin, ancestry, disability, sexual orientation, gender identity, veteran status, housing status or any other legally protected classification;
2. The utilization of Minority and Women Business Enterprises. Contractor further certifies that it:
 - a. Has formulated its own Affirmation Action plan for the recruitment, training and employment of minorities and women, including goals and timetable; which has been approved by the Owner's Contract Compliance Officer.
 - b. Encourages the use of small business, minority-owned business and women-owned business in its operations.
3. FURTHER, PURSUANT TO INDIANA CODE § 5-16-6-1, Contractor AGREES:
 - a. That in the hiring of employees for the performance of work under this Agreement or any sub agreement hereunder, no Contractor, or sub-Contractor, nor any person acting on behalf of such Contractor or sub-Contractor, shall by reason of race, sex, color, religion, national origin, ancestry, or any other legally protected classification, discriminate against any citizen of the State of Indiana who is qualified and available to perform the work to which the employment relates.
 - b. That no Contractor, sub-Contractor, or any person on their behalf, shall, in any manner, discriminate against or intimidate any employee hired for performance of work under this Agreement on account of race, religion, color, sex, national origin, ancestry or any other legally protected classification.
 - c. That there may be deducted from the amount payable to Contractor, by Owner, under this Agreement, penalty of Five Dollars (\$5.00) for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of this Agreement. Any such person discriminated against retains the right to file a discrimination complaint with the appropriate civil rights agency or court.
 - d. That this Agreement may be canceled or terminated by Owner and all money due or to become hereunder may be forfeited, for a second or any subsequent violations of the terms or conditions under this section of the Agreement.

4.9. Safety.

1. Contractor shall be responsible for the safety of employees at all times and shall provide all equipment necessary to insure their safety. Contractor shall ensure the enforcement of all applicable safety rules, regulations, ordinances and laws, whether federal, state or local. Contractor's Superintendent of Safety shall make daily inspections upon the arrival and leaving of the site at the close of each workday.
2. Contractor is required to comply with IOSHA regulations 29 C.F.R 1926, Subpart P, Excavations for all trenches of at least five (5) feet in depth. All cost for trench safety systems shall be the responsibility of the Contractor and included in the cost of the principal

work with which the safety systems are associated. Contractor shall sign an affidavit, attached as **"Exhibit B"**, affirming that Contractor shall maintain compliance with IOSHA requirements for excavations of at least five (5) in depth.

4.10. Steel or Foundry Products.

1. To comply with Indiana Code § 5-16-8, affecting all contracts for the construction, reconstruction, alteration, repair, improvement or maintenance of public works, the following provision shall be added: If steel or foundry products are to be utilized or supplied in the performance of any contract or subcontract, only domestic steel or foundry products shall be used. Should Owner feel that the cost of domestic steel or foundry products is unreasonable; Owner will notify Contractor in writing of this fact.
2. Domestic Steel products are defined as "Products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two (2) or more of such operations, from steel made in the United States by open hearth, basic oxygen, electric furnace, Bessemer or other steel making process."
3. Domestic Foundry products are defined as "Products cast from ferrous and nonferrous metals by foundries in the United States."
4. The United States is defined to include all territory subject to the jurisdiction of the United States.
5. Owner may not authorize or make any payment to Contractor unless Owner is satisfied that Contractor has fully complied with this provision.

4.11 Verification of Employees' Immigration Status.

1. Contractor is required to enroll in and verify the work eligibility status of all newly-hired employees through the E-Verify program. (This is not required if the E-Verify program no longer exists). Contractor shall sign an affidavit, attached as **"Exhibit C"**, affirming that Contractor does not knowingly employ an unauthorized alien. "Unauthorized alien" is defined at 8 U.S. Code 1324a(h)(3) as a person who is not a U.S. citizen or U.S. national and is not lawfully admitted for permanent residence or authorized to work in the U.S. under 8 U.S. Code Chapter 12 or by the U.S. Attorney General.
2. Contractor and any of its sub-Contractors may not knowingly employ or contract with an unauthorized alien, or retain an employee or contract with a person that the Contractor or any of its sub-Contractors learns is an unauthorized alien. If the Owner obtains information that the Contractor or any of its sub-Contractors employs or retains an employee who is an unauthorized alien, the Owner shall notify the Contractor or its sub-Contractors of the Agreement violation and require that the violation be remedied within thirty (30) calendar days of the date of notice. If the Contractor or any of its sub-Contractors verify the work eligibility status of the employee in question through the E-Verify program, there is a rebuttable presumption that the Contractor or its sub-Contractor did not knowingly employ

an unauthorized alien. If the Contractor or its sub-Contractor fails to remedy the violation within the thirty (30) calendar day period, the Owner shall terminate the Agreement, unless the Owner determines that terminating the Agreement would be detrimental to the public interest or public property, in which case the Owner may allow the Agreement to remain in effect until the Owner procures a new Contractor. If the Owner terminates the Agreement, the Contractor or its sub-Contractor is liable to the Owner for actual damages.

3. Contractor shall require any sub-Contractors performing work under this Agreement to certify to the Contractor that, at the time of certification, the sub-Contractor does not knowingly employ or contract with an unauthorized alien and the sub-Contractor has enrolled in and is participating in the E-Verify program. Contractor shall maintain on file all sub-Contractors' certifications throughout the term of this Agreement with the Owner.

4.12. Drug Testing Plan. In accordance with Indiana Code 4-13-18 as amended, the Contractor was required to submit with his/her bid a written drug testing policy for a public works project that is estimated to cost \$150,000 or more. Among other things, the law sets forth specific requirements that must be in the plan for a program to test the employees of the Contractor and Subcontractors for drugs. The successful Contractor must comply with all provisions of the statute. This contract is subject to cancellation if Contractor fails to implement its testing program during the term of this contract, fails to provide information regarding this testing at the request of Owner; or provides false information to Owner regarding Contractor's employee drug testing program. Contractor shall sign an affidavit, attached as "**Exhibit D**", affirming that Contractor has and shall implement Contractor's employee drug testing program throughout the term of this project.

4.13. Non-Collusion. Contractor certifies that it has not, nor has any other member, representative, or agent of Service Provider, entered into any combination, collusion or agreement with any person relative to the price to be offered by any person nor prevented any person from making an offer nor induced anyone to refrain from making an offer and that this offer is made without reference to any other offer. Service Provider shall swear under oath, via signed affidavit, attached as "**Exhibit E**" and by this reference incorporated herein, that Service Provider has not engaged in any collusive conduct.

4.14. Written Notice. Written notice shall be considered as served when delivered in person or sent by mail to the individual, firm, or corporation, or to the last business address of such known to CONTRACTOR who serves the Notice. Notice shall be sent as follows:

TO CITY:

TO CONTRACTOR:

City of Bloomington		
Attn: Jane Flieg		
P.O. Box 1216		
Bloomington, Indiana 47402		

IN WITNESS WHEREOF, the parties to this Agreement have hereunto set their hands. One counterpart each is to be delivered to Owner, Contractor, Surety, and Engineer.

CITY OF BLOOMINGTON:

By: _____
Samuel K. Frank, President
Utilities Service Board

Dated: _____

Vic Kelson, Director
Utilities

Dated: _____

John Hamilton, Mayor
City of Bloomington

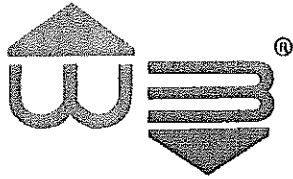
Dated: _____

WEDDLE BROS. BUILDING GROUP, LLC.

By: _____
Name and title of representative for Contractor

Dated: _____

EXHIBIT A



WEDDLE BROS. BUILDING GROUP, LLC

A Weddle Bros. Construction Company
100% Employee Owned

April 4, 2017

Mr. Vic Kelson
City of Bloomington Utilities
600 E. Miller Drive
Bloomington, Indiana 47401

RE: 3rd Street and Lincoln Jordan Tunnel Temporary Reinforcement

Dear Mr. Kelson

Weddle has reviewed the two options discussed for the temporary reinforcement of the Jordan tunnel structure at the intersection of 3rd Street and Lincoln Avenue. The following is a summary scope, budget cost, and schedule consideration for each option. Weddle Bros. will work under CBU current detour and signage. Any additional signage and or closures will be provided by CBU. Engineering for both options will be provided by Arsee Engineers and is included in the budget costs.

Option One: Shore Existing Tunnel

Scope:

- Furnish and install timber shoring consisting of 4 lines of 6x6 posts with a 6x6 top plate.
- Remove five foot long by width of tunnel for access to perform work
- Replace removed section and patch paving
- Maintenance will be required to inspect shoring and remove debris after storm events
- Lifespan of option is 18 to 24 months
- Option requires a monthly inspection and maintenance program

Budget Cost: \$138,500

Schedule: Three Weeks

Option Two: New Concrete Tunnel Top Over Existing

Scope

- Remove asphalt and fill to expose width of tunnel by length across intersection
- Place 4" concrete base slab over metal form deck on top of existing tunnel top
- Place 10" concrete structural slab on 4" base slab
- Furnish and install fill and asphalt to patch removal area
- Approximately 18" to 20" from top of asphalt to top of existing tunnel will be required to perform this option. This will be verified by Weddle Bros.

Budget Cost: \$213,400

Option 2 acceleration to open two lanes of traffic on the south side of 3rd Street. The intent will be to open to traffic on Friday April 21. This is contingent on reasonable weather and no major unforeseen underground obstacles.

Total Add \$10,500

Additional Cost for 22 pieces of barrier wall set in place

Total Add \$4300

Schedule: Three Weeks

Weddle appreciates the opportunity to provide these services. Please let us know if there are any questions or other options we should consider.

Sincerely,

Weddle Bros. Building Group, LLC.

A handwritten signature in black ink, appearing to read "Michael A. Hemmerling". The signature is fluid and cursive, with a large, stylized initial "M".

Michael A. Hemmerling
Vice President

EXHIBIT B

AFFIDAVIT REGARDING TRENCH SAFETY SYSTEMS AND COST RECOVERY IN COMPLIANCE WITH INDIANA CODE 36-1-12-20

The undersigned, being duly sworn, hereby affirms and says that:

1. The undersigned is the _____ of
(job title)
_____.
(company name)
2. The undersigned is duly authorized and has full authority to execute this Bidder's Affidavit.
3. The company named herein that employs the undersigned:
 - i. has contracted with or seeking to contract with the City of Bloomington to provide services; **OR**
 - ii. is a subcontractor on a contract to provide services to the City of Bloomington.
4. By submission of this Bid and subsequent execution of a Contract, the undersigned Bidder certifies that as successful Bidder (Contractor) all trench excavation done within his/her control (by his/her own forces or by his/her Subcontractors) shall be accomplished in strict adherence with OSHA trench safety standards contained in 29 C.F.R. 1926, Subpart P, including all subsequent revisions or updates to these standards as adopted by the United States Department of Labor.
5. The undersigned Bidder certifies that as successful Bidder (Contractor) he/she has obtained or will obtain identical certification from any proposed Subcontractors that will perform trench excavation prior to award of the subcontracts and that he/she will retain such certifications in a file for a period of not less than three (3) years following final acceptance.
6. The Bidder acknowledges that included in the various items listed in the Schedule of Bid Prices and in the Total Amount of Bid Prices are costs for complying with I.C. 36-1-12-20. The Bidder further identifies the costs to be summarized below*:

	Trench Safety Measure	Units of Measure	Unit Cost	Unit Quantity	Extended Cost
A.					
B.					
C.					
D.					
				Total	\$ _____

Method of Compliance (Specify) _____

Date: _____, 20____

Signature

Printed Name

STATE OF INDIANA)
) SS:
COUNTY OF _____)

Before me, a Notary Public in and for said County and State, personally appeared _____ and acknowledged the execution of the foregoing this _____ day of _____, 2017.

My Commission Expires: _____
Signature of Notary Public

County of Residence: _____
Printed Name of Notary Public

EXHIBIT C

AFFIDAVIT REGARDING E-VERIFY

The undersigned, being duly sworn, hereby affirms and says that:

1. The undersigned is the _____ of _____.
(job title) (company name)
2. The company named herein that employs the undersigned has contracted with or is seeking to contract with the City of Bloomington to provide services.
3. The undersigned hereby states that, to the best of his/her knowledge and belief, the company named herein does not knowingly employ an "unauthorized alien," as defined at 8 United State Code 1324a(h)(3).
4. The undersigned hereby states that, to the best of his/her knowledge and belief, the company named herein is enrolled in and participates in the E-verify program.

Signature

Printed name

STATE OF INDIANA)
) SS:
COUNTY OF _____)

Before me, a Notary Public in and for said County and State, personally appeared _____
_____ and acknowledged the execution of the foregoing this _____ day of
_____, 2017.

My Commission Expires: _____

Notary Public

County of Residence: _____

Name Printed

**AFFIDAVIT REGARDING INDIANA CODE CHAPTER 4-13-18
DRUG TESTING OF EMPLOYEES OF PUBLIC WORKS CONTRACTORS**

Printed Name of Notary Public

EXHIBIT E

AFFIDAVIT REGARDING NON-COLLUSION

The undersigned offeror or agent, being duly sworn on oath, says that he has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him, entered into any combination, collusion or agreement with any person relative to the price to be offered by any person nor to prevent any person from making an offer nor to induce anyone to refrain from making an offer and that this offer is made without reference to any other offer.

OATH AND AFFIRMATION

I affirm under the penalties of perjury that the foregoing facts and information are true and correct to the best of my knowledge and belief.

Dated this _____ day of _____, 2017.

Signature

Printed name

STATE OF INDIANA)
) SS:
COUNTY OF _____)

Before me, a Notary Public in and for said County and State, personally appeared _____
_____ and acknowledged the execution of the foregoing this _____ day of
_____, 2017.

My Commission Expires: _____

Notary Public

County of Residence: _____

Name Printed

This contract is in draft form and has been provided for informational purposes only. The final terms of any agreement between the parties will be subject to legal review and/or modification.

PROJECT NAME: South Central Interceptor On-Call Environmental Management Services
PROJECT NUMBER: S17-6104*

AGREEMENT FOR CONSULTING SERVICES

THIS AGREEMENT is entered into by and between the City of Bloomington Utilities Department (hereinafter referred to as "City"), and Hydrogeology, Inc., a for-profit domestic corporation duly incorporated in the State of Indiana, with its principal place of business located at 1211 S. Walnut St., Bloomington, IN (hereinafter referred to as "Consultant"),

WITNESSETH:

WHEREAS, the City wishes to provide on-call environmental management services for the length of the South Central Interceptor Project; and

WHEREAS, the City requires the services of an environmental consulting group structural in order to conduct this environmental investigation and assessment of any environmental condition discovered as part of the South Central Interceptor installation (hereinafter referred to as the "Services");

WHEREAS, it is in the public interest that such Services be undertaken and performed; and

WHEREAS, Consultant has the experience and professional expertise and is willing and able to provide such Services to the City.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

1. **Effective date.** The effective date for this contract is the date last entered in the signature blocks below.
2. **Term.** This contract shall expire on the 31st day of December, 2018.
3. **Agreement Price.** The overall cost to the City for all on call services provided herein by Consultant during the term of this agreement shall not exceed Eight Thousand and Zero-One Hundredths (\$8,000.00) Dollars. No additional work shall be performed until and unless additional funding is approved by the City and an amendment to this Agreement reached by both parties herein under the same formality as this Agreement. No work shall be performed

by Consultant under this Agreement without a written estimate of cost provided to and approved by the City.

4. **Scope of Services.** Consultant shall be "on call" and provide Services for the City on an as needed basis as set forth in **Exhibit "A"**, Scope of Services. **Exhibit "A"** is attached hereto and incorporated herein by reference as though fully set forth.

Time is of the essence and Consultant shall diligently pursue its work under this Agreement and shall complete the Services as described in **Exhibit "A"** in a timely manner. Consultant shall perform all Services as expeditiously as is consistent with professional skill and care and the orderly progress of the work.

Consultant agrees that any information or documents, including digital GIS information, supplied by the City shall be used by Consultant for this project only, and shall not be reused or reassigned, communicated to third parties or otherwise disseminated for any purpose whatsoever.

5. **Standard of Care.** Consultant shall be responsible for completion of the Services in sufficient manner to meet professional standards consistent with that of the industry. The City shall be the sole judge of the adequacy of Consultant's work in meeting such standards. However, the City shall not unreasonably withhold its approval as to the adequacy of such performance.
6. **Responsibilities of the City.** The City shall provide all necessary information regarding requirements for the Services. The City shall furnish such information as expeditiously as is necessary for the orderly progress of the work, and Consultant shall be entitled to rely upon the accuracy and completeness of such information. The City shall designate who is authorized to act on its behalf with respect to this Agreement.
7. **Payment.** Prior to receiving payment, the Service Provider shall provide a detailed billing statement in the form of an invoice describing the particular labor and services provided and the relevant rate for each service. The City shall pay said invoice within forty five (45) days of its receipt, provided that the Service Provider has successfully completed the agreed upon work to the City's satisfaction. The City shall not make payment for any unauthorized work or expenses.
8. **Appropriation of Funds.** Notwithstanding any other provision of this Agreement, if funds for the continued fulfillment of this Agreement by the City are at any time not forthcoming or are insufficient, through failure of any entity, including the Utilities Board itself, to appropriate funds or otherwise, then the Board shall have the right to terminate this Agreement without penalty as set forth below.
9. **Termination.** In the event of a party's substantial failure to perform in accordance with the terms of this Agreement, the other party shall have the right to terminate the Agreement upon written notice. The nonperforming party shall have fourteen (14) calendar days from the receipt of the termination notice to cure or to submit a plan for cure acceptable to the other

party. The City may terminate or suspend performance of this Agreement at the City's prerogative at any time upon written notice to the Consultant. In that event, Consultant shall terminate or suspend performance of the Services on a schedule acceptable to the City, and the City shall pay the Consultant for all the Services performed up to the date that written notice is received, plus reasonable termination or suspension expenses. Upon termination or suspension of this Agreement, all finished or unfinished reports, drawings, collections of data and other documents generated by Consultant in connection with this Agreement shall become the property of the City, as set forth in Article 11 herein.

- 10. Identity of Consultant.** Consultant acknowledges that one of the primary reasons for its selection by the City to perform the duties described in this Agreement is the qualification and experience of the principal personnel whom Consultant has represented will be responsible therefor. Consultant thus agrees that the work to be done pursuant to this Agreement shall be performed by the principal personnel described in **Exhibit "B"**, Principal Personnel, and such other personnel in the employ under contract or under the supervision of Consultant whom the City shall approve. **Exhibit "B"** is attached hereto and incorporated herein by reference as though fully set forth. The City reserves the right to reject any of the Consultant's personnel or proposed outside professional sub-consultants, and the City reserves the right to request that acceptable replacement personnel be assigned to the project.
- 11. Ownership of Documents and Intellectual Property.** All documents, drawings and specifications, including digital format files, prepared by Consultant and furnished to the City as part of the Services shall become the property of the City. Consultant shall retain its ownership rights in its design, drawing details, specifications, data bases, computer software and other proprietary property. Intellectual property developed, utilized or modified in the performance of the Services shall remain the property of the Consultant.
- 12. Independent Contractor Status.** During the entire term of this Agreement, Consultant shall be an independent contractor, and in no event shall any of its personnel, agents or sub-contractors be construed to be, or represent themselves to be, employees of the City.
- 13. Indemnification.** Consultant shall defend, indemnify and hold harmless the City of Bloomington, its Boards, officers, agents and employees of the City from and against all claims, demands, damages, costs, expenses or other liability, including reasonable attorney's fees and defense costs, to the extent caused by the Consultant's negligent performance of Professional services under this Agreement and that of its Subconsultants or anyone for whom the Consultant is legally liable.
- 14. Insurance.** During the performance of any and all Services under this Agreement, Consultant shall maintain the following insurance in full force and effect:

 - a. General Liability Insurance, with a minimum combined single limit of \$1,000,000 for each occurrence and \$2,000,000 in the aggregate.
 - b. Automobile Liability Insurance, with a minimum combined single limit of \$1,000,000 for each person and \$1,000,000 for each accident.

- c. Professional Liability Insurance ("Errors and Omissions Insurance") with a minimum limit of \$2,000,000 annual aggregate.
- d. Workers' Compensation Insurance in accordance with the statutory requirements of Title 22 of the Indiana Code.

All insurance policies shall be issued by an insurance company authorized to issue such insurance in the State of Indiana. The City of Bloomington, the City, and the officers, employees and agents of each shall be named as insured under the General Liability, Automobile, and Professional Liability Insurance policies, and such policies shall stipulate that the insurance will operate as primary insurance and that no other insurance affected by the City will be called upon to contribute to a loss hereunder.

Consultant shall provide evidence of each insurance policy to the City prior to the commencement of work under the Agreement (included in **Exhibit B**). Approval of the insurance by the City shall not relieve or decrease the extent to which Consultant may be held responsible for payment of damages resulting from service or operations performed pursuant to this Agreement. If Consultant fails or refuses to procure or maintain the insurance required by these provisions, or fails or refuses to furnish the City required proof that the insurance has been procured and is in force and paid for, City shall have the right at City's election to forthwith terminate the Agreement.

- 15. Conflict of Interest.** Consultant declares that it has no present interest, nor shall it acquire any interest, direct or indirect, which would conflict with the performance of Services required under this Agreement. The Consultant agrees that no person having any such interest shall be employed in the performance of this Agreement.
- 16. Waiver.** No failure of either party to enforce a term of this Agreement against the other shall be construed as a waiver of that term, nor shall it in any way affect the party's right to enforce that term. No waiver by any party of any term of this Agreement shall be considered to be a waiver of any other term or breach thereof.
- 17. Severability.** The invalidity, illegality or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any void provision shall be deemed severed from this Agreement, and the balance of the Agreement shall be construed and enforced as if it did not contain the particular provision to be held void. The parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this Article shall not prevent this entire Agreement from being void should a provision which is of the essence of this Agreement be determined void.
- 18. Assignment.** Neither the City nor the Consultant shall assign any rights or duties under this Agreement without the prior written consent of the other party; provided, however,

Consultant may assign its rights to payment without the City's consent. Unless otherwise stated in the written consent to an assignment, no assignment will release or discharge the assignor from any obligation under this Agreement.

19. **Third Party Rights.** Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the City and the Consultant.
20. **Governing Law and Venue.** This Agreement shall be governed by the laws of the State of Indiana. Venue of any disputes arising under this Agreement shall be in Monroe County, Indiana.
21. **Non-Discrimination.** Consultant shall comply with City of Bloomington Ordinance 2.21.020 and all other federal, state and local laws and regulations governing non-discrimination in employment.
22. **Verification of New Employees' Immigration Status.** Contractor is required to enroll in and verify the work eligibility status of all newly-hired employees through the E-Verify program. (This is not required if the E-Verify program no longer exists). Contractor shall sign an affidavit, attached as **Exhibit "C"**, affirming that Contractor does not knowingly employ an unauthorized alien. "Unauthorized alien" is defined at 8 U.S. Code 1324a(h)(3) as a person who is not a U.S. citizen or U.S. national and is not lawfully admitted for permanent residence or authorized to work in the U.S. under 8 U.S. Code chapter 12 or by the U.S. Attorney General.

Contractor and any subcontractors may not knowingly employ or contract with an unauthorized alien, or retain an employee or contract with a person that the contractor or subcontractor subsequently learns is an unauthorized alien. If the City obtains information that the Contractor or subcontractor employs or retains an employee who is an unauthorized alien, the City shall notify the Contractor or subcontractor of the contract violation and require that the violation be remedied within 30 days of the date of notice. If the Contractor or subcontractor verified the work eligibility status of the employee in question through the E-Verify program, there is a rebuttable presumption that the Contractor or subcontractor did not knowingly employ an unauthorized alien. If the Contractor or subcontractor fails to remedy the violation within the 30 day period, the City shall terminate the contract, unless the Board or department that entered into the contract determines that terminating the contract would be detrimental to the public interest or public property, in which case the City may allow the contract to remain in effect until the City procures a new contractor. If the City terminates the contract, the Contractor or subcontractor is liable to the City for actual damages.

Contractor shall require any subcontractors performing work under this contract to certify to the Contractor that, at the time of certification, the subcontractor does not knowingly employ or contract with an unauthorized alien and the subcontractor has enrolled in and is participating in the E-Verify program. Contractor shall maintain on file all subcontractors' certifications throughout the term of the contract with the City.

23. Non-Collusion. Service Provider is required to certify that it has not, nor has any other member, representative, or agent of Service Provider, entered into any combination, collusion or agreement with any person relative to the price to be offered by any person nor prevented any person from making an offer nor induced anyone to refrain from making an offer and that this offer is made without reference to any other offer. Service Provider shall swear under oath, via signed affidavit, attached as **Exhibit "D"** and by this reference incorporated herein, that Service Provider has not engaged in any collusive conduct.

24. Compliance with Laws. In performing the Services under this Agreement, Consultant shall comply with any and all applicable federal, state and local statutes, ordinances, plans and regulations, including any and all regulations for protection of the environment. When appropriate, Consultant shall advise City of any and all applicable regulations and approvals required by the Federal Environmental Management Agency (FEMA). Where such statutes, ordinances, plans or regulations of any public authority having any jurisdiction on the project are in conflict, Consultant shall proceed using its best judgment only after attempting to resolve any such conflict between such governmental agencies, and shall notify the City in a timely manner of the conflict, attempts of resolution, and planned course of action.

25. Notices. Any notice required by this Agreement shall be made in writing to the addresses specified below:

City: City of Bloomington Utilities, P.O. Box 1216, Bloomington, IN
47402. Attn: Phil Peden

Consultant: Hydrogeology Inc., 1211 S. Walnut Street, Bloomington, Indiana,
47401 – Attn: Tai T. Hubbard

Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of the City and the Consultant.

26. Intent to be Bound. The City and the Consultant each bind itself and its successors, executors, administrators, permitted assigns, legal representatives and, in the case of a partnership, its partners to the other party to this Agreement, and to the successors, executors, administrators, permitted assigns, legal representatives and partners of such other party in respect to all provisions of this Agreement.

27. Integration and Modification. This Agreement, including all Exhibits incorporated by reference, represents the entire and integrated agreement between the City and the Consultant. It supersedes all prior and contemporaneous communications, representations and agreements, whether oral or written, relating to the subject matter of this Agreement.

This Agreement may be modified only by a written amendment signed by both parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the date shown aside each signature below.

CITY OF BLOOMINGTON

BY:

Sam Frank, President dated
Utilities Service Board

Vic Kelson, Director dated
Utilities

John Hamilton, Mayor dated
City of Bloomington

HYDROGEOLOGY, INC.

BY:

Jason N. Krothe, LPG dated 5/12/17
President, Sr. Hydrogeologist

Tai T. Hubbard, LPG dated 5/12/17
Vice President, Sr. Geologist

EXHIBIT A

SCOPE OF SERVICES

(Hydrogeology Proposal – April 21, 2017)

EXHIBIT B

PERSONELL AND COMPANY QUALIFICATIONS

- **Tai T. Hubbard - Resume and Credentials**
- **Hydrogeology Inc. - Certificate of Insurance**

EXHIBIT C

STATE OF INDIANA)
) SS:
COUNTY OF _____)

AFFIDAVIT REGARDING E-VERIFY

The undersigned, being duly sworn, hereby affirms and says that:

1. The undersigned is the Senior Geologist of Hydrogeology, Inc.
(job title) (company name)
2. The company named herein that employs the undersigned has contracted with or is seeking to contract with the City of Bloomington to provide services.
3. The undersigned hereby states that, to the best of his/her knowledge and belief, the company named herein does not knowingly employ an "unauthorized alien," as defined at 8 United State Code 1324a(h)(3).
4. The undersigned hereby states that, to the best of his/her knowledge and belief, the company named herein is enrolled in and participates in the E-verify program.

Tai T. Hubbard
Signature

Tai T. Hubbard
Printed name

STATE OF INDIANA)
) SS:
COUNTY OF Monroe)

Before me, a Notary Public in and for said County and State, personally appeared Tai T. Hubbard
_____ and acknowledged the execution of the foregoing this 12th day of
May, 2017.

My Commission Expires: May 14th, 2020

County of Residence: Monroe

Maithys R Donahue
Notary Public

Maithys R Donahue
Name Printed

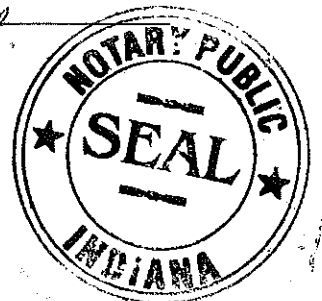


EXHIBIT D

NON-COLLUSION AFFIDAVIT

The undersigned offeror or agent, being duly sworn on oath, says that he has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him, entered into any combination, collusion or agreement with any person relative to the price to be offered by any person nor to prevent any person from making an offer nor to induce anyone to refrain from making an offer and that this offer is made without reference to any other offer.

OATH AND AFFIRMATION

I affirm under the penalties of perjury that the foregoing facts and information are true and correct to the best of my knowledge and belief.

Dated this 12 day of May, 2017.


Signature

Tim T. Hubbard
Printed name

STATE OF INDIANA)
) SS:
COUNTY OF Monroe)

Before me, a Notary Public in and for said County and State, personally appeared Tim T. Hubbard
_____ and acknowledged the execution of the foregoing this 12th day of
May, 2017.

My Commission Expires: May 14th, 2020

County of Residence: Monroe


Notary Public

Kathryn R. Donahue
Name Printed



**UTILITIES SERVICE BOARD
CITY OF BLOOMINGTON, INDIANA
RESOLUTION 2017- 2**

WHEREAS, Monroe County, Indiana is in the process of constructing improvements to Gordon Pike in a construction project known as Fullerton Pike Phase II, and, to facilitate these improvements, the Board of Commissioners of Monroe County wish to acquire a temporary easement from the City of Bloomington Utilities Department upon certain real estate owned by the City of Bloomington situated along Gordon Pike and within the area to be improved; and

WHEREAS, the improvements that Monroe County will construct on Gordon Pike will benefit the community and the Utilities Service Board wishes to cooperate with the County by donating the temporary easement with the exception of ten trees that will be removed during construction; and

WHEREAS, the Board of Commissioners of Monroe County are willing to compensate the Utilities Service Board for the loss of twelve trees during construction of improvements at Gordon Pike; and

WHEREAS, the Board of Commissioners of Monroe County have presented a Temporary Easement Grant, Confirmation of Receipt of Acquisition Booklet, Partial Donation Agreement (with offer), Accounts Payable Voucher, and W-9 Form, all of which this Board reviewed, approve, and the Board authorizes Sam Frank and Vic Kelson (or John Langley, Assistant Director, in his absence) to sign the same.

NOW, THEREFORE, BE IT RESOLVED THAT:

The City of Bloomington Utilities Board hereby donates a temporary easement valued at &\$9,660.00 to the Board of Commissioners of Monroe County to enter upon and have possession of the Real Estate of the GRANTOR(S) for the purpose of grading or other road related improvements servicing to the GRANTOR'S property to and from that highway facility known as Gordon Pike; and

That the Board of Commissioners of Monroe County shall compensate the Utilities Service Board in the amount of \$2,400.00 for twelve trees which will be removed during the road related improvements to Gordon Pike.

SO ADOPTED by the Utilities Service Board at its regularly scheduled meeting of May 30, 2017.

Sam K. Frank, President

Jeff Ehman, Member

Steven J. Sherman, Vice President

Julie Roberts, Member

Jason Banach, Member

Jim Sims, Member

Amanda Burnham, Member

Attest:

Vic Kelson, Secretary
Utilities Service Board



UTILITIES SERVICE BOARD Staff Report

Project:	Fullerton Pike Phase II Right of Entry Donation to Monroe County
Staff Representative:	Christopher J. Wheeler
Meeting Date:	May 30, 2017

Monroe County is doing necessary road improvements to the Fullerton Pike including a section of Gordon Pike along which the Utilities Department owns real estate. Monroe County is seeking a donation by Utilities of a Temporary Right of Entry to perform the necessary road work including some grading and widening of the road.

The County values the donation at \$9,660.00. However, Utilities will lose twelve trees during the road work. The trees are valued at \$2,400.00. We have asked the County to compensate us for this loss. Thus, the total donation to the County will be \$7,260.00, and the County will compensate Utilities for the Temporary Right of Entry in the amount of \$2,400.00.

Other Board Action:	None
Staff Recommendation:	Staff recommends approval of the project

TEMPORARY EASEMENT GRANT

Project: 1500523

Parcel: 10

Page: 1 of 2

THIS INDENTURE WITNESSETH, That Utilities Services Board of the City of Bloomington, Indiana the Grantor(s), of Monroe County, State of Indiana, **GRANTS to the BOARD OF COMMISSIONERS OF MONROE COUNTY in the State of Indiana** ("GRANTEE"), for and in consideration of the sum of Two Thousand Four Hundred Dollars (\$2,400.00) and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, a temporary easement to enter upon and have possession of the Real Estate of the GRANTOR(S) for the purpose of grading or other road related improvements servicing to the GRANTOR'S property to and from that highway facility known as Gordon Pike and as Project 1500523 which said Real Estate situated in the County of Monroe, State of Indiana, and which is more particularly described in the legal description attached hereto as Exhibit "A" which is incorporated herein by reference, which said temporary easement shall be extinguished, become void and revert to the GRANTOR and/or the GRANTOR(S) successor(s) in title upon completion of the said Project.

Any and all timber, shrubbery, and fences situated within the area of the temporary easement granted herein shall become the property of the Board of Commissioners of Monroe County, Indiana, and may be modified, altered, removed and not replaced, except: _____

The said GRANTOR(S) acknowledges that all provisions of this grant of temporary easement are as stated and set forth herein and that no verbal agreements or promises exist with respect thereto.

This temporary conveyance is subject to any and all easements, conditions and restrictions of record. However, the said GRANTOR(S), for the purpose of inducing the Board of Commissioners of Monroe County, Indiana, to accept this grant and to pay the hereinbefore referenced consideration, represents that the GRANTOR(S) is the owner in fee simple of the Real Estate and that there exist no encumbrances, conditions, restrictions, leases, liens (except current real estate taxes and assessments) of any kind or character which would be inconsistent with the temporary rights granted herein.

Project: 1500523

Parcel: 10

Page: 2 of 2

The undersigned represents and warrants that he is a duly elected officer of the Grantor; that the Grantor is a corporation validly existing in the State of its origin and, where required, in the State where the subject real estate is situated; that the Grantor has full corporate capacity to convey the real estate interest described; that pursuant to resolution of the board of directors or shareholders of the Grantor or the by-laws of the Grantor he has full authority to execute and deliver this instrument on its behalf and that said authority has not been revoked; that he is therefore, fully authorized and empowered to convey to the Board Of Commissioners Of Monroe County, Indiana real estate of the Grantor, and that on the date of execution of said conveyance instruments he had full authority to so act; and that all necessary corporate action for the making of this conveyance has been duly taken.

IN WITNESS WHEREOF, the said Grantor(s) has executed this instrument this _____ day of _____, _____.

GRANTOR: Utilities Services Board of the City of Bloomington, Indiana

Signature

Sam Frank, President

Printed Name & Title

STATE OF _____ :

SS:

COUNTY OF _____ :

Before me, a Notary Public in and for said State and County, personally appeared Sam Frank, President, Utilities Services Board of the City of Bloomington, Indiana, the Grantor(s) in the above conveyance, and acknowledged the execution of the same on the date aforesaid to be his voluntary act and deed and who stated that any representations contained therein are true.

Witness my hand and Notarial Seal this _____ day of _____, _____.

Signature

Printed

My Commission expires _____.

I am a resident of _____ County.

This instrument prepared by David Schilling, Monroe County Legal Department, 100 W. Kirkwood Ave, Bloomington, IN 47404.

I affirm under the penalties for perjury that I have taken reasonable care to redact each Social Security number in this document, unless required by law. – David Schilling

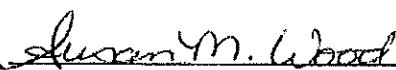
EXHIBIT "A"

Project: 1500523
Parcel: 10 Temporary Right of Way for Grading
State ID: 53-08-16-300-046.000-009
Form: T-3

Sheet 1 of 1

A part of the Southeast quarter of Section 17 and part of the Southwest quarter of Section 16, Township 8 North, Range 1 West, Monroe County, Indiana, described as follows: Beginning on the East line of said section 17, North 0 degrees 40 minutes 35 seconds West 58.80 feet from the southeast corner of said section 17, which point of beginning on the north boundary of Gordon Pike per Instrument 2015014901 in the Office of the Recorder of Monroe County; thence South 83 degrees 41 minutes 05 seconds West 10.02 feet along the north boundary of said Gordon Pike; thence along said boundary, Westerly 172.38 feet along an arc to the right having a radius of 1,455.00 feet and subtended by a long chord having a bearing of South 87 degrees 04 minutes 44 seconds West and a length of 172.28 feet; thence North 89 degrees 31 minutes 38 seconds West 306.29 feet to the eastern boundary of the former Chicago, Indianapolis & Louisville Railway; thence North 15 degrees 46 minutes 05 seconds East 35.76 feet along the eastern boundary of said Railway; thence South 88 degrees 37 minutes 33 seconds East 61.72 feet; thence North 51 degrees 34 minutes 10 seconds East 234.31 feet; thence South 43 degrees 37 minutes 33 seconds East 35.36 feet; thence South 8 degrees 13 minutes 01 second West 125.90 feet; thence South 89 degrees 24 minutes 02 seconds East 214.77 feet; thence North 84 degrees 06 minutes 29 seconds East 93.08 feet; thence South 4 degrees 25 minutes 34 seconds East 20.00 feet to the north boundary of said Gordon Pike; thence along said north boundary, Westerly 41.05 feet along an arc to the left having a radius of 1,245.00 feet and subtended by a long chord having a bearing of South 84 degrees 37 minutes 45 seconds West and a length of 41.05 feet; thence South 83 degrees 41 minutes 05 seconds West 41.35 feet along said boundary to the point of beginning and containing 0.738 acres, more or less.

This description was prepared for Monroe County by American Structurepoint, Inc., on this 15th day of September, 2016.


Susan M. Wood, P.S.
State of Indiana, LS29800005



CONFIRMATION OF RECEIPT OF ACQUISITION BOOKLET

Project: Fullerton Pike, Monroe County, Indiana (1500523)

Parcel: 10

Owners: Utilities Services Board of the City of Bloomington, Indiana

(I), (We) were given a copy of the booklet titled "Acquiring Real Property for Federal and Federal-aid Programs and Projects."

Date

Vic Kelson, Director

Date

Sam Frank, President

STATE OF _____:
COUNTY OF _____:
Donation with Offer
Revised 07/2014

Project: 1500523
Code: N/A
Parcel: 10

PARTIAL DONATION AGREEMENT (WITH OFFER)

I / We, the Utilities Services Board of the City of Bloomington, Indiana the undersigned property owner(s) acknowledging the fact that I / We have been offered \$9,660.00, based upon an approved appraisal of the fair market value of the subject real estate as just compensation, nevertheless, desire to partially donate the real estate interest as described in attached Exhibits A and B and will execute the necessary conveyance instruments to donate such real estate to the **BOARD OF COMMISSIONERS OF MONROE COUNTY in the State of Indiana**. Utilities Services Board of the City of Bloomington, Indiana agrees to donate the temporary right-of-way portion of the appraised value (\$7,260), but wishes to be compensated for the land improvements which consist of 12 trees (\$2,400). This donation to the BOARD OF COMMISSIONERS OF MONROE COUNTY in the State of Indiana is made without any coercive action of any nature this _____ day of _____, _____.

Utilities Services Board of the City of Bloomington, Indiana

Signature (Seal)
Vic Kelson, Director
Printed Name

Signature (Seal)
Sam Frank, President
Printed Name

Project:	1500523
Code:	N/A
Parcel:	10
Page	2 of 2

STATE OF: _____

SS:

COUNTY OF _____;

Before me, a Notary Public in and for said State and County, personally appeared Vic Kelson, Director and Sam Frank, President, Utilities Services Board of the City of Bloomington, Indiana who acknowledged the truth of the statements in the foregoing agreement on this _____ day of _____, _____.

Signature _____

Printed Name _____

My Commission expires _____

I am a resident of _____ County.

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

Print or type See Specific Instructions on page 2.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Utilities Services Board of the City of Bloomington, Indiana	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification; check only one of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions) ▶	
	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) Exemption from FATCA reporting code (if any) <small>(Applies to accounts maintained outside the U.S.)</small>	
	5 Address (number, street, and apt. or suite no.) P.O. Box 100	Requester's name and address (optional)
	6 City, state, and ZIP code Bloomington, IN 47402	
	7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number								
				-				
or								
Employer identification number								
				-				

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here	Signature of U.S. person ▶	Date ▶

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.

By signing the filled-out form, you:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

ACCOUNTS PAYABLE VOUCHER **MONROE COUNTY, INDIANA**

An invoice or bill to be properly itemized must show: kind of service, where performed, dates service rendered, by whom, rates per day, number of hours, rate per hour, number of units, price per unit, etc.

Payee <u>Utilities Services Board of the City of Bloomington, Indiana</u> <u>P.O. Box 100</u> <u>Bloomington, IN 47402</u>	Purchase Order No. ____ Terms ____ Date Due ____
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Invoice Date	Invoice number	Description (or note attached invoice(s) or bill(s))	Amount
		Project: 1500523, Fullerton Pike Phase II	\$2,400.00
		Parcel: 10	
		Compensation for Temporary Right-of-way	

I hereby certify that the attached invoice(s), or bill(s), is (are) true and correct and that the materials or services itemized thereon for which charge is made were ordered and received except _____

_____, 20____ _____ Director
 Vic Kelson Title

_____, 20____ _____ President
 Sam Frank Title

I hereby certify that the attached invoice(s), or bill(s), is (are) true and correct and I have audited same in accordance with IC 5-11-10-2.

_____, 20____ _____
 County Auditor